

CITY OF SAN ANTONIO

LAW ENFORCEMENT NEED FOR OFFICE SPACE



**REQUEST FOR PROPOSAL
("RFP")**

for

City of San Antonio

Release Date: February 6, 2014
Proposals Due: February 17, 2014

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS.....	2
003 - BACKGROUND	3
004 - SCOPE OF SERVICE.....	3
005 - ADDITIONAL REQUIREMENTS	4
006 - TERM OF CONTRACT.....	7
007 - PROPOSAL REQUIREMENTS	7
008 - CHANGES TO RFP	8
009 - SUBMISSION OF PROPOSAL	8
010 - RESTRICTIONS ON COMMUNICATION	9
011 - EVALUATION OF CRITERIA	10
012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS	10
013 - SCHEDULE OF EVENTS.....	11
014 - RFP EXHIBITS	12
015 - RFP ATTACHMENTS.....	16

003 - BACKGROUND

The City of San Antonio ("City") is seeking office space for the purpose of housing various task forces and City police programs that service both the City and the South Texas region. These programs are presently housed in two leased facilities in San Antonio, one lease has expired and is occupied on a holdover basis while the other lease has been in effect for a number of years but contains termination rights that allow for cancellation of the lease without penalty on relatively short notice. The City is considering all of its options which include:

- Renew the lease presently on holdover and reconfigure the existing space to allow consolidation of programs presently located in the 2nd leased facility into a single facility; or
- Terminate both existing leases and relocate all of the programs into a single building that is laid out in a manner conducive to City needs and includes sufficient parking for both employees and visitors to the site

The purpose of this Request for Proposal (RFP) is to enable the City to obtain proposals from Respondents regarding the construction or renovation, as the case may be, of a building to accommodate office and other support space for these law enforcement programs. The City's expectation is that a facility will be ready for occupancy within 3 to 4 months of the date the lease is approved and the prospective developer/landlord will lease the space to the City for an initial term of ten years with one option to renew term of five years, completely outfitted for the proposed use, including IT equipment, telephone equipment, telephone infrastructure, furniture, fixtures and equipment which will be provided at no cost to City and that the lease contract be administered on a full service gross basis with developer/landlord paying all costs associated with the occupancy including janitorial, trash removal, public utilities serving the premises, trash removal, responsibility for basic structure and for maintaining all building components except for those interior features considered tenant's trade fixtures.

004 - SCOPE OF SERVICE

The City shall require the Respondent to provide a proposal for lease that details how they will accomplish the objectives identified above including but not limited to the following detailed below. A Respondent may sub-contract portions of the required services, if preferred, and should specifically identify who will be the service provider.

Respondents to this RFP are to provide a lease proposal including but not limited to the following:

Location: Preferably in the NW quadrant of the City along the NW Loop 410 or North I-10 Corridor

Premises: Estimated size is 53,000 to 55,660 rentable square feet. For purposes of calculating lease costs, the Respondent should assume a total Premises size of 53,000 rentable square feet, for any building that cannot be subdivided to the exact size, indicate why in the proposal and confirm the amount of square feet that is included in the proposed rental rate. The total rentable square footage of the building is subject to confirmation using the BOMA standard for single use office type structures.

Lease Terms: ten year term with periodic rights to terminate at or anytime after a certain time after the Commencement Date.

Lease Structure: The quoted rent will consist of three (3) components:

1. Base rent quoted on a triple net basis excluding any costs for tenant improvements, or operation of the premises; and
2. Tenant Improvement Rent amortized over the initial term of the lease. As part of Respondents proposal, the method of calculating this portion of the rent will be provided including the tenant improvement allowance provided and the rate of interest calculated by Respondent as reflected in the quoted portion of rent attributable to tenant improvements..
3. Operating Expense Rent consisting of all expenses incurred by Respondent for the operation of the building including, but not limited to:
 - Property Taxes, excluding any taxes attributable to Tenant's personal property.
 - All utilities that serve the Premises and the standard hours of operation for the Premises. Any rental rate quoted that does not include 24 hour service, 7 days a week must state what the hourly charge is for afterhour's services.
 - Daily Janitorial including a day porter during the hours of 9 AM to 5PM Monday thru Friday

- Maintenance of the basic structure, including the foundation; all interior and exterior walls; all interior and exterior glass; roof; all interior and exterior electrical systems; all interior and exterior plumbing systems; and all HVAC systems. City will not be responsible for any costs associated with the occupancy except for utilities that are specific to the City use limited to telephone, internet and other cable services
- Maintenance of the exterior landscaping including sprinkler systems installed by Respondent, replacement of any landscape features that die and parking lot sweeping.
- Property insurance for damage to structure in an amount equal to 100% of the Premises replacement value and any other insurance requirements as detailed in this RFP. All policies of insurance shall name the City of San Antonio as an additional insured.
- Pest control services.
- Trash removal
- Elevator maintenance including any costs associated with monitoring the elevators or providing a dial tone for phone access in the elevator.

The specific responsibilities for janitorial and some building maintenance functions are outlined in Exhibit C of the sample lease document that is provided with this RFP. There shall be no other costs passed through to tenant during the term and tenant's only obligation for expenses related to its occupancy are for its telephone, internet and cable services to the utility provider.

The portion of Operating Expense Rent must be quoted based on the Respondent's estimated cost to provide the required services. Base year or expense stop type quotes will not be accepted as anything that is not definitive may provide an advantage to one Respondent versus another if the quoted cost is anything other than a firm number. The City will accept annual increases on this portion of the rent provided they are fixed or based on Consumer Price Index.

Budget

The City has a limited budget for the annual rent for this project, additionally, its estimated costs for furniture, fixtures and equipment including telephone networks and associated cable infrastructure is estimated at over \$1,600,000. The final cost of the Lease will be established by the selected Response to this RFP. Note, however, the price represented by Respondents will be a factor in selection and award of the contract, so consideration to pricing should be given in submitting a proposal.

Site Location

The City has searched the target areas and believes there are buildings in the target area that will work for this requirement. However, if Respondent wants to propose a building that is outside of the target area, it will be considered. Respondents are not limited to a site in the target area identified in this RFP, and if in the opinion of the Respondent, their site is more conducive to the proposed use, the Respondent is encouraged to put forth their site. Upon receipt of any proposal that includes a site other than one in the target area identified in this RFP, City will consider the site and if in its sole determination, the alternative site will work for the program, the Respondent's proposal will be scored similar to proposals received for the site(s) identified in this RFP. If the City decides that the alternative site is not responsive to its needs, the proposal will be rejected and not considered.

005 - ADDITIONAL REQUIREMENTS

Lease Negotiations.

Respondents are to confirm acceptance of the lease draft contract language as provided in the document attached to this RFP as Attachment X, or in the event that Respondent is to request any changes to the lease document, then the responses will affirmatively state what sections must be modified and to provided sample language detailing the proposed modifications.

Tenant Improvement Allowance.

At Respondents sole cost and expenses, they will deliver at the quoted base rent a 53,000 square foot building shell on the selected site, complete with:

- A parking area, striped and lighted for at least 300 vehicles. As part of landlord's scope, at its sole cost, the parking area will need to be developed with a separate section for at least 140 cars that is secure, behind a fence of at least 6 feet in height, 100% screened with a solid material and two forms of motorized gate ingress and egress including secure key access to enter and leave. This form of key access should be a low voltage proximity type reader with a keypad override tied into the low voltage security system that owner will provide for the exterior doors and interior of the building;
- Respondent shall provide an allowance of \$40 per square foot (\$2,120,000 based on 53,000 rentable square feet) within the portion of the rent attributable to interior Tenant Improvements (TI) for City's anticipated retro-fit of the lease space. Upon commencement of the Lease, Respondent shall reconcile its actual expenses for all interior improvements limited to costs incurred to design and engineer the construction plans and the actual cost of construction as quoted by a Respondent's general contractor, ("Improvement Allowance", no other costs shall be charged against the Improvement Allowance, the Actual TI Cost. Any difference between the Actual TI Cost and the \$40 per square foot allowance will be refunded to Tenant in the form of a rent reduction charged against the Tenant Improvement Rent in the final cost is less than the allowance. As part of Respondent's proposal, the method of calculating this credit is to be provided. If the Actual TI cost is more, then City will make a lump sum payment to Respondent to cover any overages above the TI Allowance. Alternatively, Respondent can state that the proposal is build to suit inclusive of all costs it expects to incur in the construction of the TI.

Note that the City's expectation is that all of the required tenant improvement work including FFE is paid for by owner as part of the annual lease cost so Respondent should be prepared to finance this entire cost of the TI plus FFE without any expectation to receive additional payment from the City during the term except for any costs incurred by Landlord to outfit the space as a result of an request by City staff to modify plans previously approved.

Appropriations.

The City of San Antonio is a home rule municipality; as a result, in accordance with the State of Texas constitution funding for the lease agreement is subject to an annual appropriation by the elected members of the San Antonio City Council. In the event that funds are not appropriated for any reason, then Tenant may terminate this lease.

Timing

As part of the Proposed Plan, Respondents will provide a timeline indicating the amount of time necessary to design and construct the improvements. Preference will be given to responses that provide sufficient detail so that the reviewer can reasonably determine that Premises can be delivered and ready for occupancy by end of June, 2014. City expects to sign a lease document similar in format to that attached hereto as Attachment G with Respondent in March, 2014, any work done by Respondent prior to the execution of the lease is at Respondents sole risk and expense.

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a ten (10) year period commencing upon tenant's occupancy of the premises which in no event will be later than thirty (30) days after the date that a Certificate of Occupancy confirming the completion of the tenant improvements outlined herein is issued. Terms will also include the right to renew the lease at City's option for one additional term of five (5) years.

007 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit one (1) original, signed in ink, three (3) hard copies, and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFP as Attachment B.

DISCRETIONARY CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment F.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

008 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

009 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, three (3) hard copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "2014 Law Enforcement Space Needs" on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on February 17, 2014 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office
Attn: Law Enforcement Facilities Developer
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Law Enforcement Facilities Developer
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the City shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, or during any phase of the selection process, shall be borne solely by Respondent.

010 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City and employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m.**, Local Time, on February 14, 2014. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Mick Haase

City of San Antonio, East Point and Real Estate Services – Leasing Division

mick.haase@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

The City reserves the right to contact any Respondent to negotiate if such is deemed desirable by the City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The selection process shall be based on consultant qualifications, experience, proposed methods, cost of survey, and ability to meet the City’s deadline. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City.

Evaluation Criteria:

- Experience, Background, Qualifications (5 points)
- Proposed Plan (15 points)
- Price (80 points)

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The City reserves the right to award one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to the City, as determined by the selection committee, upon approval of the City Council.

The City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the City. However, final selection of a Respondent is subject to City Council approval.

The City reserves the right to accept one proposal or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The City will require the selected Respondent(s) to execute a contract with the City, prior to City award. No work shall commence until the City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on the City until approved by the City Council. In the event the parties cannot negotiate and execute a contract within 30 days after the Respondent has been told they have been selected, the City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	February 6, 2014
Final Questions Accepted	February 14, 2014
Proposal Due	February 17, 2014 at 2:00 p.m.

015 - RFP EXHIBITS

RFP EXHIBIT 1

Omitted.

RFP EXHIBIT 2

Insurance Requirements

If selected, Consultant shall be required to comply with the insurance provisions set forth below:

A) Prior to the commencement of the lease as anticipated by this RFP, Consultant shall furnish copies of a completed Certificate(s) of Insurance to the City's Human Resources Department, which shall be clearly labeled "**City of San Antonio**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The CITY shall have no duty to pay or perform under the Agreement until such certificate and endorsements have been received and approved by the City's Human Resources Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The CITY reserves the right to review the insurance requirements of this Article during the effective period of the Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement. In no instance will CITY allow modification whereupon CITY may incur increased risk.

C) A Consultant's financial integrity is of interest to the CITY; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the CITY, Consultant shall obtain and maintain in full force and effect for the duration of the Agreement, and any extension hereof, at Consultant's sole expense, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
<u>1. Workers' Compensation</u>	<u>Statutory Limits</u>
<u>2. Employers' Liability</u>	<u>\$500,000/\$500,000/\$500,000</u>
<u>3. Broad form Commercial General Liability Insurance to include coverage for the following:</u>	<u>For Bodily Injury and Property Damage of \$1,000,000 per occurrence;</u>
<u>a. Premises/Operations</u>	<u>\$2,000,000 General Aggregate, or its</u>
<u>b. Independent Contractors</u>	<u>equivalent in Umbrella or Excess Liability</u>
<u>c. Products/Completed Operations</u>	<u>Coverage</u>
<u>d. Personal Injury</u>	
<u>e. Contractual Liability</u>	
<u>f. Damage to property rented by you</u>	<u>\$100,000</u>
<u>4. Business Automobile Liability</u>	<u>Combined Single Limit for Bodily Injury and</u>
<u>a. Owned/leased vehicles</u>	<u>Property Damage of \$1,000,000 per</u>
<u>b. Non-owned vehicles</u>	<u>occurrence</u>
<u>c. Hired Vehicles</u>	
<u>5. Damage and Destruction to Premises Including fire and other casualty</u>	<u>An amount equal to 100% replacement value of Premises with a deductible of not greater than \$20,000</u>

D) Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein, and provide a certificate of insurance and endorsement that names the Consultant and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by the CITY, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio
East Point and Real Estate Services Leasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the CITY where the CITY is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.

Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the CITY may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided.

L) Consultant and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 3

Indemnification Requirements

If selected, Consultant will be required to comply with the indemnification provisions shown below:

CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

No Limitation of Liability.

The CITY will not agree to allow the CONSULTANT to limit its liability for breach or default of the FINAL CONTRACT to the contract amount or to the amount the City has paid up to the time of breach or default.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

- 3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ____ No ____

- 4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes ____ No ____ If "Yes", list authorizations/licenses.

- 5.** Where is the Respondent's corporate headquarters located? _____

- 6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ____ No ____ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ____ No ____ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

- d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ____ No ____ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ____ No ____ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ____ No ____ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ____ No ____ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. Notwithstanding this fact, if Respondent is a current Landlord of the City of San Antonio, this requirement to provide references is waived.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email address: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email address: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email address: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed. Of particular interest to the City will be Respondent or its team member's prior experience developing facilities on a fast track basis.

Describe Respondent's approach to development of the facility, provide detail on any means that Respondent has used in the past to deliver a facility on an accelerated basis and identify any methods Respondent will employ for the timely construction of the required facility.

Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past identify the members of the team including architect, contractor, project manager and any other team members that Respondent deems essential to the success of the project. For each team member provide::

- a. Number of year's experience.
- b. Specific experience constructing buildings similar to what the Respondent is proposing
- c. Specific experience for the architect, if any, designing classroom facilities

Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.

State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

Work Plan – **The Work Plan will describe the Respondent's approach to the Scope of Services outlined in this RFP.** Describe the work to be completed and the associated tasks to be performed. Include a discussion of the following elements:

- 1) Approach to Construction. As stated in this RFP, ability to deliver the facility prior to end of June 2014 is critical. Respondent should identify the construction method they will use for the building structure and clearly detail why this method is superior to other construction methods. This would include detail about the intent to use a project manager that may or may not be an employee of the owner, approach to bidding which may or may not add time to the construction schedule, architects and engineers, if known that will be involved in the project, etc....
- 2) Team members for the management and operation of the Premises, The Work Plan should detail the property management company, if any, landscaper, HVAC maintenance company and any other firms that will be involved in the day to day operation of the Premises.
- 3) Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
- 4) Identify the source of financing to develop the project, provide firm commitments from lenders or other evidence that Respondent has the financial wherewithal to complete the project.
- 5) Respondent shall review the lease document attached hereto as Attachment G and indicate if the Respondent is willing to sign the document "as is" subject only to minor non-material changes. Preference will be given to Respondents that will accept the City lease as drafted. In the event that Respondent will require changes to the document, Respondent must provide detailed descriptions of the lease sections that will require revision and what the revised language will be.
- 6) Schedule - Respondents will provide a timeline indicating the amount of time necessary to design and construct the improvements. Sufficient detail must be provided so that the reviewer can reasonably determine that Premises can be delivered and ready for occupancy by end of June, 2014. City expects to sign a lease document similar in format to that attached hereto as Attachment G with Respondent in mid March, 2014 any work done by Respondent prior to the execution of the lease is at Respondents sole risk and expense. The schedule must indicate any critical path tasks that require input from City, such as interior space plan approval, that if not meet will result in delay in meeting the end of June, 2014 delivery date.
- 7) Site Location – in the event the Respondent proposes a site other than one in the target area identified in this RFP, Respondent must provide clear detail as to why this site is superior to the target area including any features that make development on this site more feasible than the proposed, cost of acquisition, etc...
- 8) Building Services – state the standard building hours and the charge, if any, for hourly HVAC and electricity after building standard hours. For purpose of determining the cost competitiveness of each proposal, City will add as a cost to the rent any charges that will accrue based on the operating hours specified in the Lease Section 1 versus the operating hours that Respondent is offering.
- 9) The plan should confirm the equipment and furnishings that Respondent will provide within the building and the Premises. Attachment H lists all of the low voltage and telephone equipment that City has determined is necessary for this project. As all of this equipment is specific to the City's needs and is representative of systems used Citywide, no substitutions will be allowed except for furnishings. In the case of furnishings, the expectation is that a cubicle system that corresponds to the details in the Space Program provided as Attachment I. The City has budgeted \$400,000 for workstations and other office furniture. Respondent must provide sufficient detail in its plan confirming the budget amount for furniture systems along with any plan or description of the furniture system proposed. Alternatively, Respondent can state that a \$400,000 allowance for the purchase of furniture is provided. For the low voltage equipment including telephone systems necessary to outfit the Premises, Respondent shall provide a complete inventory of the equipment to be provided. Expectation that all of the costs associated with providing FFE will be included in the monthly rent quoted as part of Respondents Price Schedule.

RFP ATTACHMENT B

PRICE SCHEDULE

Facility Rental Rate: Confirm site location proposed for development

Respondent to separately identify proposed charges on an annual per rentable square foot basis should be applied per your proposed plan.

Base Rent for Premises \$_____ per rentable SF, flat for the entire 10 year term
Included in the base rent quoted is Respondents agreement to pay an incurred holdover penalty to City's present Landlord in the amount of \$167,000 along with Respondent's agreement to continue to fund the holdover rent in the \$37,200 per month commencing July 1, 2014 provided the Respondent's site is not ready for occupancy.

Tenant Improvement Rent \$_____ per rentable SF, based on an amortization of ____%
amortized over 10 years (state if amortization is for a period of less than 10 years). Include all of the costs to complete the TI and provide the FFE

Operating Expense Rent: \$_____ per rentable SF, identify when escalations will be due
and how they will be calculated.

Total Rent **\$_____ per rentable SF**

Only the Operating Expense Rent shall be subject to adjustment during the term based on a method proposed by Respondent.

The figures must be quoted based on the expectation that City can simply multiply the rates quoted above by 53,000 rentable square feet to establish what the cost would be on an annual basis.

Option: One (1) option of five (5) years with set increases to Base Rent only. The proposal will identify how much this percent increase will be at the commencement of each option. Operating Expense Rent will be recalculated based on Landlord's actual cost to operate the building for the prior full calendar year occurring before the renewal date. At time of Renewal, Tenant shall pay as additional rent the cost to carpet and paint the Premises amortized over the renewal term at 7% annually.

Security Deposit: Waived

Pre-Paid Rent: Waived

RFP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

In the event that Respondent is a present Landlord of the City and has submitted the Discretionary Contracts Disclosure Form in the past 90 days, provided there is no change to any information provided, then a new form is not required.

Discretionary Contracts Disclosure Form may be downloaded at
<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ____ No ____

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ____ No ____

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ____ No ____

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**RFP ATTACHMENT E
SIGNATURE PAGE**

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

**RFP ATTACHMENT F
PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Discretionary Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Confirmation of acceptance of the proposed lease at shown on Attachment G, or a detailed write up of any changes that will be requested by Respondent	
*Signature Page RFP Attachment E	
Proposal Checklist RFP Attachment F	
One (1) Original, three (3) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

RFP ATTACHMENT G
SAMPLE LEASE DOCUMENT

Attached as a separate document

RFP ATTACHMENT H
An architectural program for the City of San Antonio
Law Enforcement Space and Equipment Needs

Posted as a separate document